

**RENEWAL AND AMENDMENT OF RIGHT-OF-WAY LEASE  
FOR THE TRANS-ALASKA PIPELINE  
AND ASSOCIATED RIGHTS  
ADL 63574**

This RENEWAL and AMENDMENT (hereinafter referred to as “RENEWAL”) is made and entered into the 26th day of November, 2002 by and between the State of Alaska, acting through the Commissioner of Natural Resources or designee, whose mailing address is 411 West 4<sup>th</sup> Avenue, Suite 2C, Anchorage, Alaska 99501-2343, and Amerada Hess Pipeline Corporation, BP Pipelines (Alaska) Inc., ExxonMobil Pipeline Company, Phillips Transportation Alaska, Inc., Unocal Pipeline Company and Williams Alaska Pipeline Company, L.L.C. (hereinafter collectively referred to as “LESSEES”), whose mailing address is Alyeska Pipeline Service Company, 1835 South Bragaw Street, MS 569, Anchorage, Alaska 99512. The State of Alaska and the LESSEES are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the LESSEES have requested renewal of the TRANS-ALASKA PIPELINE RIGHT-OF-WAY LEASE, ADL 63574, as amended (“Lease”), and all other rights associated with the Lease and the Pipeline (collectively, the “Associated Rights,” with the exception that material sale contracts, temporary land use permits issued under AS 38.05.850, tidelands leases ADL 203934 and ADL 64269, tidelands permits, temporary water use permits, communication site lease ADL 206709 and perpetual rights are excluded from “Associated Rights” for purposes of this RENEWAL), for the maximum period authorized by law; and

WHEREAS, the State of Alaska has determined that all requirements for renewal have been met, specifically that, the Lessees are in commercial operation, in full compliance with State law, including but not limited to State law pertaining to regulation and taxation of the Pipeline, and in compliance with all terms of the Lease; and other instruments of grant and authorization.

NOW, therefore, the parties agree that:

1. This RENEWAL renews for the maximum period authorized by law, thirty (30) years, the TRANS-ALASKA PIPELINE RIGHT-OF-WAY LEASE dated the 3rd day of May, 1974, as amended, for the Trans-Alaska Pipeline system and Related Facilities, originally recorded in the Valdez Recording District on May 15, 1979 in Book 86, Pages 802-908; the Chitina Recording District on June 11, 1979 in Book 7, Pages 845-950A; the Barrow Recording District on July 16, 1979 in Book 24, Pages 1-107; the Fairbanks Recording District on July 16, 1979 in Book 149, Pages 799-905; and the Rampart Recording District on July 16, 1979 in Book 4, Pages 237-343, together with all rights and interests under the Lease.

2. Section 2.a. of the existing TRANS-ALASKA PIPELINE RIGHT-OF-WAY LEASE reads as follows:

2.a. The grant hereby made of the Right-of-Way shall come to an end and expire on the 2<sup>nd</sup> day of May, 2004, at 12 noon, (Alaska Standard Time) unless prior thereto it is released, abandoned, or otherwise terminated pursuant to the provisions of this Lease or of any applicable law or regulation.

3. Section 2.a. of the TRANS-ALASKA PIPELINE RIGHT-OF-WAY LEASE is amended to read as follows:

2.a. The grant of the Right-of-Way as originally issued began on the 3<sup>rd</sup> day of May 1974, and as renewed, continues from the 2<sup>nd</sup> day of May 2004, at 12 noon, (Alaska Standard Time) and shall come to an end and expire on the 2<sup>nd</sup> day of May 2034, at 12 noon, (Alaska Standard Time) unless prior thereto it is released, abandoned, or otherwise terminated pursuant to the provision of this Lease or of any applicable law or regulation.

4. By this RENEWAL, the State of Alaska renews and continues the Associated Rights, including the access roads specified in Exhibit 1 and the Pipeline right-of-way lands specified in Exhibit 2, for a term of thirty (30) years from the end of their respective original terms.

5. Except as expressly amended hereby, all terms, covenants and conditions of the Lease and the Associated Rights, shall remain in full force and effect.

6. The Parties intend that all rights and interests held by the LESSEES in the Lease and the Associated Rights are included within this RENEWAL. The Parties recognize and acknowledge that the United States of America intends to renew all renewable rights and interests held by the LESSEES under the Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline and rights associated therewith under the "Renewal and

Amendment” to be entered into between the United States of America and the LESSEES (“Federal Renewal Instrument”). The collective intent of the Parties to this RENEWAL, and of the parties to the Federal Renewal Instrument is that the entirety of the LESSEES’ renewable rights and interests in the Trans-Alaska Pipeline system are being renewed.

7. The Parties shall take such reasonable actions, and execute and deliver any further instruments, agreements, documents, or other papers, as are reasonably requested by either Party to effect the purposes of this RENEWAL. These obligations shall include, but not be limited to, supplementing, amending, and revising the exhibits to this RENEWAL.

8. This RENEWAL of the Lease and the Associated Rights is granted unto the LESSEES in their current respective undivided ownership interests.

9. All capitalized terms, not otherwise defined herein, shall have the meanings ascribed thereto in the Lease.

10. In the event of a conflict between the terms and provisions of this RENEWAL and the exhibits hereto, the terms and provisions of this RENEWAL shall control and govern.

11. This RENEWAL may be signed in counterpart. All such executed counterparts shall be considered an original, and the original signature pages and notary attestations may be attached to a single counterpart for purposes of recordation.

IN WITNESS WHEREOF, the parties have executed this RENEWAL as of the date first above written.

## STATE OF ALASKA

By: \_\_\_\_\_  
Pat Pourchot  
Commissioner  
Department of Natural Resources

Attested by:

\_\_\_\_\_  
Tony Knowles  
Governor  
State of Alaska

**AMERADA HESS PIPELINE CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BP PIPELINES (ALASKA) INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXXONMOBIL PIPELINE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PHILLIPS TRANSPORTATION ALASKA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**UNOCAL PIPELINE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGEMENTS

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared Pat Pourchot, the COMMISSIONER of the Department of Natural Resources of the State of Alaska, who executed the foregoing RENEWAL AND AMENDMENT OF RIGHT-OF-WAY LEASE FOR THE TRANS-ALASKA PIPELINE AND ASSOCIATED RIGHTS and acknowledged voluntarily signing the same on behalf of the State of Alaska.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_                )  
  ) ss.  
\_\_\_\_\_                                )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared \_\_\_\_\_, the \_\_\_\_\_ of Amerada Hess Pipeline Corporation who executed the foregoing RENEWAL AND AMENDMENT OF RIGHT-OF-WAY LEASE FOR THE TRANS-ALASKA PIPELINE AND ASSOCIATED RIGHTS and acknowledged voluntarily signing the same on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared \_\_\_\_\_, the \_\_\_\_\_ of BP Pipelines (Alaska) Inc. who executed the foregoing RENEWAL AND AMENDMENT OF RIGHT-OF-WAY LEASE FOR THE TRANS-ALASKA PIPELINE AND ASSOCIATED RIGHTS and acknowledged voluntarily signing the same on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared \_\_\_\_\_, the \_\_\_\_\_ of ExxonMobil Pipeline Company who executed the foregoing RENEWAL AND AMENDMENT OF RIGHT-OF-WAY LEASE FOR THE TRANS-ALASKA PIPELINE AND ASSOCIATED RIGHTS and acknowledged voluntarily signing the same on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared \_\_\_\_\_, the \_\_\_\_\_ of Phillips Transportation Alaska, Inc. who executed the foregoing RENEWAL AND AMENDMENT OF RIGHT-OF-WAY LEASE FOR THE TRANS-ALASKA PIPELINE AND ASSOCIATED RIGHTS and acknowledged voluntarily signing the same on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared \_\_\_\_\_, the \_\_\_\_\_ of Unocal Pipeline Company who executed the foregoing RENEWAL AND AMENDMENT OF RIGHT-OF-WAY LEASE FOR THE TRANS-ALASKA PIPELINE AND ASSOCIATED RIGHTS and acknowledged voluntarily signing the same on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared \_\_\_\_\_, the \_\_\_\_\_ of Williams Alaska Pipeline Company, L.L.C. who executed the foregoing RENEWAL AND AMENDMENT OF RIGHT-OF-WAY LEASE FOR THE TRANS-ALASKA PIPELINE AND ASSOCIATED RIGHTS and acknowledged voluntarily signing the same on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_